

## WINTER GETAWAY GIVEAWAY

### OFFICIAL RULES

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.**

1. **Eligibility:** The Winter Getaway Giveaway Campaign (the “Campaign”) is open only to legal residents of the State of Michigan who are **18 years of age or older** as of the date of entry. Employees of **Diversified Members Credit Union**, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations, and is void where prohibited by law.

2. **Agreement to Rules:** By participating in the Campaign, participants (“You”) agree to be fully unconditionally bound by these Official Rules, and You represent and warrant that You meet the eligibility requirements set forth in these Official Rules. In addition, You agree to accept the decisions of **Diversified Members Credit Union** as final and binding with respect to all matters related to the Campaign.

3. **Campaign Period:** Entries will be accepted online starting on **01/19/2021 8:00 AM EST** and ending **1/30/2021 at 11:59 PM EST**. Entries received prior to **01/19/2021 8:00 AM EST** or after **1/30/2021 at 11:59 PM EST** will not be accepted or considered for entry into the Campaign.

4. **How to Enter:** In order to enter the Campaign, You must submit an entry using the online form provided at <https://dmcu.com/winter-getaway-giveaway/>. The entry must fulfill all Campaign requirements, as specified; first and last name and email address, and you must agree to the terms of the sweepstakes, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of **Diversified Members Credit Union**. You must enter all required information into the online form. You may enter the Campaign only once. You may not use multiple email addresses, identities, or devices in an attempt to circumvent these Official Rules. Your use of these or other methods of attempting multiple entries, or any other attempts to circumvent these Official Rules, may result in the voiding of all of your entries and/or render You ineligible to participate in the Campaign y at the sole discretion of **Diversified Members Credit Union**.

5. **Prizes:** Winner(s) of the Campaign (the “Winner”) will receive a prize of **a 2 night stay at The Little Island Resort, \$100 gas gift card and \$100 towards spending money**. The specifics of the prize shall be solely determined by **Diversified Members Credit Union**. Prize substitution shall not be permitted except at **Diversified Members Credit Union's** sole discretion. The prize is nontransferable. **Diversified Members Credit Union** reserves the right in its sole and absolute discretion to substitute any prize with another prize of equal or greater value as determined by **Diversified Members Credit Union** in its sole and absolute discretion. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner.

6. **Odds:** The odds of winning depend on the number of eligible entries received.

7. **Winner Selection and Notification:** Winner will be selected by **a random drawing** under the supervision of **Diversified Members Credit Union**. Winner will be notified by **email** within five (5) business days

following selection. Winners will be required to sign a declaration of eligibility and a liability/publicity release and Liability/Publicity Release and return same to Diversified Members Credit Union within five (5) business days of notification, or the prize may be forfeited, and an alternate Winner selected at random from the remaining entries. If Winner cannot be contacted, is ineligible, fails to claim the prize within **5 business days** from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. **Diversified Members Credit Union** shall have no liability for Winner's failure to receive notifications or communications due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AS DETERMINED IN **DIVERSIFIED MEMBERS CREDIT UNION'S** SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Prize Conditions:** Winners will be required to sign an Affidavit of Eligibility and Liability/Publicity Release and return same to Sponsor within five (5) business days of notification, or the prize may be forfeited, and an alternate potential winner selected at random from the remaining entries. In **Diversified Members Credit Union's** sole discretion, if a Winner cannot be notified, or if a Winner fails to return a completed required document within the specified time period, or if a Winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate Winner will be selected for the Prize. **Diversified Members Credit Union** reserves the right in its sole and absolute discretion to substitute any Prize with another prize of equal or greater value in the event that the Prize (or any component thereof) is not available as determined by **Diversified Members Credit Union** in its sole and absolute discretion. Additionally, there is no guarantee on booking dates available. The prize winner will work with the Little Island Resort to book reservations for the winner's two-night stay. Prize is subject to availability.

**9. Rights Granted by You:** By entering the Campaign, You understand and agree that **Diversified Members Credit Union**, anyone acting on behalf of **Diversified Members Credit Union**, and **Diversified Members Credit Union's** licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

**10. Terms & Conditions:** **Diversified Members Credit Union** reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond **Diversified Members Credit Union's** control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, **Diversified Members Credit Union** may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by **Diversified Members Credit Union**. **Diversified Members Credit Union** reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Official Rules. **Diversified Members Credit Union** has the right, in its sole discretion, to maintain the integrity of the Campaign, to void entries for any reason, including, but not limited to: multiple entries from the same person from different IP addresses; multiple entries from the same computer; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil

laws. Should such attempt be made, **Diversified Members Credit Union** reserves the right to seek damages to the fullest extent permitted by law.

**11. Release and Hold Harmless:** By entering the Campaign and/or accepting a Prize, You agree to release and hold harmless The Little Island Resort, Diversified Members Credit Union and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any and all liability whatsoever in connection with the Campaign or any Prize, including without limitation, costs liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) Your participation in the Campaign and/or Your acceptance, possession, use, or misuse of any Prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Campaign or the processing of entries; (v) electronic or human error in the administration of the Campaign or the processing of entries; (vi) any errors that may prevent You from submitting an entry; (vii) ) errors in the administration of the Campaign or the processing of entries; (viii) injury, death or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Campaign and/or the receipt or use of any Prize; (ix) all claims based on publicity rights, defamation, use of image or likeness and/or breach of any right of privacy; or (x) any other claims or actions of any kind. Except where prohibited by law, acceptance of a Prize constitutes a release by the Winner of any and claims in connection with the administration of the Campaign and the use, misuse or possession of any Prize. Diversified Members Credit Union is not responsible for any printing, typographical, mechanical or other error in the administration of the Campaign or in the announcement of any Prize.

**12. LIMITATION OF LIABILITY:** IN NO EVENT WILL DIVERSIFIED MEMBERS CREDIT UNION, ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS CAMPAIGN OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE.

**13. Disputes:** THIS Campaign IS GOVERNED BY THE LAWS OF **THE UNITED STATES OF AMERICA AND MICHIGAN**, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, You agree that any and all issues, questions and disputes concerning the Campaign and these Official Rules, the rights of participants in connection with the Campaign, any dispute arising between **Diversified Members Credit Union** and You or any other participant and/or any dispute concerning the administration of the Campaign shall be resolved individually, without resort to any form of class action, exclusively before a court located in **Michigan** having jurisdiction. Further, in any such dispute, under no circumstances shall You be permitted to obtain awards for, and You hereby waive all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). You further waive all rights to have damages multiplied or increased.

**14. Publicity Authorization:** **Diversified Members Credit Union** may use any Winner's name, voice, likeness and/or city of residence for promotional purposes via any and all forms of media, in perpetuity, without further or additional notice, attribution, permission or compensation, except where prohibited

by law. Winners agree that his/her name and Prize may be revealed to other Campaign participants upon request.

**15. Taxes and Tax Reporting.** Winners are solely responsible for all federal, state and local taxes, and any expenses associated with Prizes. Winners must provide all information necessary for **Diversified Members Credit Union** to make required tax reports. The failure of a winner to provide such information shall result in the forfeiture of the Prize by winner.

**16. General Conditions of Participation:** If for any reason the operation or administration of this Campaign is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering or unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of **Diversified Members Credit Union** which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Drawing, the Sponsor reserves the right, in its sole and absolute discretion, to disqualify any person who tampers with the entry process, and/or to cancel, terminate, modify or suspend the Drawing in whole or in part, at any time, without notice and award the applicable prize using all non-suspect eligible entries received as of, or after (if applicable) such cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. **Diversified Members Credit Union** reserves the right, in its sole and absolute discretion, to disqualify any person deemed to be tampering or attempting to tamper with the entry process and/or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Failure by **Diversified Members Credit Union** to enforce any provision of these Official Rules shall not constitute a waiver of that provision of the Official Rules. **Diversified Members Credit Union** reserves the right to amend these Official Rules or discontinue the Campaign at any time.

**17. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the **Diversified Members Credit Union** website. To read the Privacy Policy, [click here](#).

**18. Winners List:** To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: **Diversified Members Credit Union, 1480 E Jefferson Ave, Detroit MI 48207**. Requests must be received no later than **2/1/2021**.

**19. Sponsor:** The Sponsor of the Campaign is **Diversified Members Credit Union, 1480 E Jefferson Ave, Detroit MI 48207**.

**20. Facebook:** The Campaign hosted by **Diversified Members Credit Union** is in no way sponsored, endorsed, administered by, or associated with Facebook.